Purchase Order Clauses

The following clauses apply to this Purchase Order:

1. **Authority**. This Purchase Order ("Order") is issued and administered by the Sergeant at Arms ("SAA") Contracting Officer or delegate ("Contracting Officer"). The Contracting Officer is authorized to make modifications and decisions regarding this Order, subject to authority delegated to the Contracting Officer. No modifications shall be effective without a written Change Order. In the event of any conflict or inconsistency between the terms in the Purchase Order clauses and the Contractor Specific Terms, as defined in 2(f), the Contractor agrees that the terms of the Purchase Order clauses will supersede and be controlling.

2. **Order of Precedence**. The following documents are hereby incorporated into this Order and any inconsistency herein shall be resolved by giving precedence in the following order:

   (a) Pricing Table;

   (b) Scope of Work (if applicable);

   (c) Purchase Order Clauses, set forth in this document;

   (d) Addendum to Commercial Agreements (if applicable);

   (e) Contractor's GWAC Terms & Conditions (GSA Schedule/NASA SEWP/Other GWAC) if quotation is subject to those terms and conditions; and,

   (f) Terms & conditions, including any original equipment manufacturer (OEM) terms & conditions (together referred to as "Contractor Specific Terms"), but only to the extent that Contractor Specific Terms are consistent with the U.S. Senate Procurement Regulations and applicable federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Anti-Assignment statutes (31 U.S.C. § 3727, 41 U.S.C. § 6305), Treatment of Electronic Services (2 U.S.C. § 6628, as amended by Pub. L. 116-260, div. FF, title IV, § 401), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any terms and conditions are inconsistent with U.S. Senate Procurement Regulations and applicable Federal law, such inconsistent terms shall be rejected, unenforceable and of no legal force or effect in all resultant orders.

   (g) Contractor's quotation or proposal.

3. **Security**. The Contractor shall comply with all Senate security regulations and procedures that pertain to vendors and suppliers in the performance of this Order.

4. **Acceptance**. The SAA has the right to inspect and evaluate all goods and services provided or performed under this Order at all reasonable times and in a manner that will not unreasonably delay the work. If any of the goods or services provided or performed do not conform to Order requirements, the Contracting Officer may require the Contractor to correct or to re-perform the services in conformity with Order requirements, at no increase in Order

price. Goods and services provided to the Senate must comply, at a minimum, with the technical features and functionality represented or warranted by the Contractor including, but not limited to, the Contractor quotation incorporated into this Order.

5. **Incorporating other Terms by Reference**. Any terms and conditions referenced as hyperlinks, or in other documents including third party terms, are not applicable to this Order unless submitted in full text, in searchable PDF, with the quotation. Incorporation of any terms and conditions after the time of award may only be performed by bilateral modification with the approval of the Contracting Officer. Any OEM or third-party supplier shall be brought into the negotiation, if applicable. All Contractor Specific Terms that incorporate third-party terms by reference are hereby rejected.

6. **Price**. Contractor may offer an hourly rate or price reduction at any time effective upon the date offered by the Contractor. The reduced rates will apply to all services performed on or after the effective date of the price change. Price increases must be mutually agreed to and incorporated into the Order through a modification or change order hereto.

7. **Taxes**. The United States Senate, including the SAA, is tax exempt as a Federal instrumentality and pays no state and local taxes. Except as may be otherwise provided in this Order, the price is inclusive of all Federal, state, and local taxes and duties.

8. **Changes**. The Contracting Officer may make changes, by modification or change order, within the general scope of this Order. The Parties may negotiate or agree upon such changes before they are made to this Order. The Contracting Officer may also make unilateral changes and modify this Order by issuing a written modification or change order. The Contractor shall assert any claim for equitable adjustment within thirty days of its receipt of the change order.

9. **Payment and Invoicing**. The Contractor shall email invoice(s) in PDF format to AP@saa.senate.gov after acceptance of deliverables by the Contracting Officer or the Officer's designee. Do not email invoices to the Contracting Officer, the Contracting Officer's Representative, the Buyer, or include the invoices with physical deliveries. Contractor questions regarding payment status should be directed to the email address above.

   The SAA shall make payment to the Contractor after receipt and acceptance of invoices and approval by the Contracting Officer or the Officer's designee. The SAA is not bound to the payment due dates on the vendor's invoice and will pay within a reasonable time. The SAA does not pay state and local sales taxes, late payment fees, interest, penalties, or equivalent charges. All Contractor Specific Terms requiring the U.S. Senate to pay any future fees, charges, or penalties are hereby rejected The SAA is not subject to the Prompt Payment Act, 31 U.S.C. § 3901 et. seq.

   The invoice shall contain at a minimum: the company letterhead with name, address, telephone number, remittance address, Accounts Receivable department email address, invoice number, billing date, account number, amount due, purchase order number and line number; a description of the product and / or service including quantity and unit cost with reference to the purchase order line number; and period of performance for services rendered. The invoice line numbers and descriptions must match the purchase order.

Invoices must be submitted monthly or as specified in the purchase order or contract.

For Labor-Hour and Time and Material contracts and task orders, the Contractor shall provide, at a minimum, an invoice that reflects a breakdown by task, hourly rate, hours worked and billed, and other direct costs. The invoice shall match individual reports submitted to the SAA every two weeks for use by the Contracting Officer's Representative in reconciling and verifying invoices for payment.

For Blanket Purchase orders, the Contractor shall provide an invoice that reflects order dates, order placed by and shipment dates. Each line item (quantity and unit price) on the invoice must be accurately reflected and all resulting line-item amounts must sum to the total invoice amount.

Electronic invoices for payment must be submitted as a non-editable, searchable Portable Document Format (PDF) file. The Contractor shall ensure invoices are submitted in the correct format, are legible, and contain the required information. Invoices are subject to acceptance and will be rejected and returned to the Contractor for correction if in error or incomplete. Invoices shall be emailed to AP@saa.senate.gov. The subject line of the email must contain the vendor name, purchase order number, and invoice number.

Payments are made by direct deposit. Contractor shall contact the Senate Disbursing Office (Vendor_Requests@Disbursing.Senate.gov) to enroll in the direct deposit payment service. Contractor shall provide the Disbursing Office with a current IRS Form W-9 and signed direct deposit authorization form with banking information. If Contractor does not support direct deposit, Contractor shall allow an additional two-to-four weeks for check payments mailed through the United States Postal Service (USPS).

10. **Advertising**. Clauses in the Contractor Specific Terms referencing advertising are rejected and not applicable to this Order. The Contractor shall not refer to its work with the Senate in commercial advertising, promotional materials, or press releases in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Senate or is considered by the Senate to be superior to other goods or services. Without limiting the scope of any provision of the Order, the Contractor shall not use for promotional purposes any information related to the Order and shall not disclose any such information to any entity outside the Senate except by express written permission of the Contracting Officer.

    The Contractor shall submit any proposed commercial advertising, promotional materials, or press releases referring to its work with this purchase order to the Contracting Officer for written approval. The Contractor shall not conduct or contribute to any news releases or press conferences pertaining to this purchase order or mention of the Senate as a customer without prior written approval of the Contracting Officer. This clause applies to all media, including corporate and social media web sites. The Contractor shall not use the Seal of the Senate under any circumstances in any of its materials.

    The Contractor shall incorporate the terms of this Section in any agreement with subcontractors, third-party partners, and suppliers furnishing supplies or services under this Order.

11. **Gratuities**. The SAA may, by written notice, terminate this Order if it is found gratuities (e.g., entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agency or representative of the Contractor, to any employee of the Senate to secure favorable treatment to award or make any determination with respect to the performance of this Order.

    In the event this Order is terminated as provided by in this paragraph, the Senate shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Order by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Chairman of the Senate Committee on Rules and Administration or their duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the Contractor in providing any such gratuities, to any other rights and remedies provided by law or under this Order.

    The rights and remedies of the Senate provided in this paragraph shall not be exclusive and are in addition to any rights and remedies provided by law applicable to this Order.

12. **Conflict of Interest**. The Contractor warrants it has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this Order. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Contractor shall fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) or order(s) to which the Contractor is party, public or private, or which the Contractor undertakes during the period of this Order (including orders entered into during the period of this Order which includes duties to be fulfilled after the termination of the Order). No member of or delegate to the United States Congress shall be admitted to any share or part of this Order or to any benefit that may arise thereupon.

13. **Termination for Cause**. The SAA may terminate this Order, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SAA, upon request, with adequate assurances of future performance. In the event of termination for cause, the SAA shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

14. **Termination for Convenience**. The SAA reserves the right to terminate this Order, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Order, the SAA shall be liable only for payment in accordance with the payment provisions of this Order for products delivered or services rendered prior to the effective date of termination.

15. **Excusable Delay**. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its

sovereign or contractual capacity, riots, fires, floods, strikes, unusually severe weather, or delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

16. **Disputes**. Clauses in the Contractor Specific Terms referencing disputes, including choice or law and venue, are rejected and not applicable to this Order. All disputes arising under this Order, which are not disposed of by agreement, shall be decided pursuant to the U.S. Senate Procurement Regulations and applicable Federal law. Contractor Specific Terms that allow the Contractor to choose arbitration, mediation, or other forms of alternate dispute resolution are hereby rejected.

17. **Equitable Remedies**. In the absence of a direct citation to a statute permitting equitable remedies, all clauses in the Contractor Specific Terms referencing equitable remedies are rejected and not applicable to this Order.

18. **Senate Data Protection.**

    (a) **Definitions.**

    (1) **"**Agent of the Office of the SAA" includes a provider of electronic communication service or remote computing service commissioned or used through the Office of the SAA by a Senate office to provide such services to the Senate office, including but not limited to the Contractor, its officers, employees, suppliers, team members, agents, business affiliates, and subcontractors under this Order;

    (2) "Electronic Communication" means any transfer of signs, signals, writing, images, sounds, data, or information of any nature transmitted in whole or in part by wire, radio, electromagnetic, photoelectronic, or photo optical system;

    (3) "Electronic Communication Service" means any service which provides to users thereof the ability to send or receive wire, wireless, or electronic communications;

    (4) "Electronic Communications System" means any wire, radio, electromagnetic, photo optical or photoelectronic facilities for the transmission of wire, wireless, or electronic communications, and any computer facilities or related electronic equipment for the electronic storage of such communications;

    (5) "Office of the SAA" means the Office of the Sergeant at Arms and Doorkeeper of the Senate;

    (6) "Provider for a Senate Office" means a provider of electronic communication service or remote computing service directly commissioned or used by a Senate office to provide such services including but not limited to the Contractor, its officers, employees, suppliers, team members, agents, business affiliates, and subcontractors under this Order;

(7) "Remote computing service" means the provision to the public of computer storage or processing services by means of an electronic communications system;

(8) "Senate Data", with respect to Senate Office, means any electronic mail or other electronic or data communication, other data (including metadata), or other information of the Senate Office; and

(9) "Senate Office" means a committee or office of the Senate, including a Senator, an officer of the Senate, or an employee of, intern at, or other agent of a committee or office of the Senate.

(b) **Senate or SAA Data Possession**. Any Agent of the Office of the SAA or Provider for a Senate Office understands and agrees that they shall not be treated as acquiring possession, custody, or control of any data, metadata, electronic communication, emails (regardless of age), or other information by reason of such communication being transmitted, processed, or stored (whether temporarily or otherwise), through use of any data center, platform, electronic systems or software, which is owned, operated, used, or maintained in order to provide services to any Senate Office as a result of this Order.

(c) **Notification**. Any Agent of the Office of the SAA or Provider for a Senate Office understands and agrees to notify a Senate Office of any legal or investigative process seeking disclosure of Senate Data of the Senate Office that is transmitted, processed, or stored (whether temporarily or otherwise) through the use of an electronic system established, maintained, or operated, or the use of electronic services provided, in whole or in part by the Agent of the Office of the SAA or Provider for a Senate Office.

As provided by 2 U.S.C. § 6628, notwithstanding any other provision of law or rule of civil or criminal procedure, any Agent of the Office of the SAA or Provider for a Senate Office that is providing services to a Senate Office shall not be barred, through operation of any court order or any statutory provision, from notifying a Senate Office of such legal or investigative process.

(d) **Protection of Senate Information**. Any Agent of the Office of the SAA or Provider for a Senate Office understands and agrees that Senate Data provided to or uploaded to an Agent of the Office of the SAA or Provider for a Senate Office may include legislative information; documents; correspondence; or other data including metadata, protected in its entirety, from compelled disclosure by the U.S. Constitution, federal law, and/or case law. In the event that an Agent of the Office of the SAA or Provider for a Senate Office receives any legal or investigative process seeking disclosure of Senate Data, the Agent of the Office of the SAA or Provider for a Senate Office agrees that it:

(1) will not disclose Senate Data outside of the Agent of the Office of the SAA or Provider for a Senate Office except as directed or approved by the applicable Senate Office in regard to Senate Data that applies to that applicable Senate Office;

(2) will advise the individual or entity seeking disclosure of the Senate Data of the provisions in 2 U.S.C. § 6628 and ask the individual or entity to withdraw the legal or investigative process, or the part thereof, seeking Senate Data.

If the individual or entity does not withdraw the legal or investigative process, the Agent of the Office of the SAA or Provider for a Senate Office shall effectuate notice by providing the applicable Senate Office, by email, unless the applicable Senate office specifies otherwise, with a copy of the legal or investigative process within one (1) business day after receiving such legal or investigative process.

(3) Absent authorization from the Senate office, the Agent of the Office of the SAA or Provider for a Senate Office shall not disclose Senate Data unless a court of competent jurisdiction ultimately determines, following the adjudication of a motion to quash or modify the legal process, that disclosure of the Senate Data is required notwithstanding 2 U.S.C. § 6628.

(e) **Notice.** With respect to notification requirements in this Section, an Agent of the Office of the SAA or Provider for a Senate Office may contact the Contracting Officer in order to determine the applicable point of contact for each Senate Office or receive guidance as to how to effectuate notice or obtain authorization from the applicable Senate Office.

(1) **Non-Disclosure Order.** In the event that an Agent of the Office of the SAA or Provider for a Senate Office receives any legal or investigative process seeking disclosure of Senate Data that purports to bar the Agent of the Office of the SAA or Provider for a Senate Office from disclosing the process to a third party, the Agent of the Office of the SAA or Provider for a Senate Office shall, within three (3) business days of its receipt of the order, move to amend or modify the non-disclosure order to permit notification to the applicable Senate Office (or classified notice recipient) of the request.

(A) Upon amendment or modification of the non-disclosure order, the Agent of the Office of the SAA or Provider for a Senate Office shall notify the applicable Senate Office or classified notice recipient within one (1) business day of receiving the amended or modified order and shall provide a full copy of the request consistent with the Court order.

(B) In the event that, following the adjudication of a motion to quash or modify brought by the SAA or the applicable Senate Office, a court of competent jurisdiction determines that disclosure of the Senate Data is required notwithstanding 2 U.S.C. § 6628, the Agent of the Office of the SAA or Provider for a Senate Office's disclosure of such data in accordance with the court's order will not be in breach of the terms of this agreement.

(f) **Relevant Statutory Authorities**. This provision references 2 U.S.C. § 6628, as amended (see, Pub. L. 116-260, div. FF, title IV, § 401 (2020)); 18 U.S.C. § 2711; 18 U.S.C. § 2510.

(g) The Contractor shall incorporate the terms of this Section in any agreement with

subcontractors, third-party partners, and suppliers furnishing supplies or services under this Order.

19. **Privacy and Confidentiality.**

(a) **General.** During the course of performance of this Order, the Contractor may have access to information and communications considered confidential by the Senate. The Contractor shall not disclose to any other person or entity any "Confidential Information" obtained from the Senate or in connection with delivery of the services related to this Order.

(b) "Confidential Information" means (i) all information related to this Order, the Senate, and all information collected, processed or otherwise accessed by the Contractor in performing under this Order, and any data or information collected in connection with delivery of the services related to this Order, and (ii) all other information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential to the Senate.

(c) The Contractor shall provide notification of any loss of or unauthorized access to Confidential Information and shall use all efforts to mitigate the effect of such loss and to recover all Confidential Information. The Contractor shall (i) notify the applicable Senate Office within 24 hours of any suspected or confirmed incident of loss or unauthorized access to Confidential Information and, no later than 72 hours of identifying such incident, describe in reasonable specificity and detail all Confidential Information affected, (ii) take corrective actions to eliminate any further disclosure, and (iii) work with the Senate to investigate the incident and provide an After Action Report documenting the incident, the cause, and steps taken to resolve the matter.

(d) **Non-Use and Non-Disclosure of Confidential Information.** The Contractor shall not (i) use Confidential Information for any purpose whatsoever other than the performance of Contractor in providing the services, or (ii) disclose Confidential Information to any third party. It is understood that Confidential Information shall remain the sole property of the applicable Senate Office. The Contractor shall take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information. To the extent the Contractor feels it needs to disclose Confidential Information, it may do so only after obtaining written authorization from the applicable Senate Office. In the event that a Contractor receives any legal or investigative process seeking disclosure of Confidential Information, the Contractor shall follow the terms set forth in Section 18 above.

(e) **Failure to Comply.** The Contractor shall preserve the confidentiality of all such information and communications and agrees not to disclose any such Confidential Information for any purposes whatsoever without the prior approval of the applicable Senate Office. Failure to comply with the provisions of this Paragraph may be grounds for Termination for Default. The Contractor is responsible for enforcing these requirements on its subcontractors and third-party partners.

(f) **Notice**. With respect to notification requirements in this Section, the Contractor may contact the Contracting Officer as to how to effectuate notice or obtain authorization from the applicable Senate Office.

(g) The Contractor shall incorporate the terms of this Section in any agreement with subcontractors, third-party partners, and suppliers furnishing supplies or services under this Order.

20. **Cybersecurity.**

(a) The Contractor shall:

(1) take and continue to take commercially reasonable steps to protect the information technology assets and data used in connection with the operation of the business of the Contractor, including the confidentiality of such data.

(2) ensure information technology assets are and continue to be adequate and operational for, in accordance with its documentation and functional specifications, the business of the Contractor.

(3) comply, remain, and continue to comply with all obligations under applicable laws and regulations regarding personally identifiable information.

(4) establish commercially reasonable disaster recovery and security plans, procedures, and facilities for the business of the Contractor, including, without limitation, for the information technology assets and data held or used by or for the Contractor. These plans, procedures and facilities shall remain available for the duration of the contract.

(b) At any time during the contract, the Contractor shall notify the SAA if it does not, or cannot, comply with any of the terms in Section 20(a), in part or in whole.

(c) The Contractor shall incorporate the terms of this Section in any agreement with subcontractors, third-party partners, and suppliers furnishing supplies or services under this Order.

21. **Data Transfer.** The Contractor shall take all steps reasonably necessary to ensure that Senate Data is treated securely and no transfer of Senate Data will take place to a third party or jurisdiction outside of the United States. The Contractor shall incorporate the terms of this Section in any agreement with subcontractors, third-party partners, and suppliers furnishing supplies or services under this Order.

22. **Artificial Intelligence Training**. In accordance with 2 U.S.C. § 6628, the Senate Offices reserve all rights—and the Contractor shall have no rights—to reproduce or otherwise use any Senate data belonging to the applicable Senate Office that is made available, produced, or used in performing this Contract for any purpose, including the training of artificial intelligence technologies and any associated information systems. The Contractor—as well as any sub-licensor of the Contractor—shall have no right to reproduce or otherwise use Senate data in any artificial intelligence technology in any manner, including but not limited

to generating text, graphics, or data in any other format without the applicable Senate Office's prior express permission. With respect to the requirements in this Section, the Contractor may contact the Contracting Officer as to how to seek the express permission from the applicable Senate Office.

23. **Data Return.** The Contractor shall return all SAA or Senate Data, as referenced in Section 18 above, or information in its possession to the SAA or the applicable Senate office, respectively, within thirty (30) days, upon termination, cancellation, expiration, other conclusion of this Order, or if requested by the SAA or Senate Office. If return is not feasible, the Contractor shall destroy and not retain any copies of the data and furnish the SAA or the applicable Senate office, respectively, with an appropriate Certificate of Destruction of any and all SAA or Senate information that is in the Contractor's possession. The Contractor shall not permit or allow any third parties to access, acquire, or possess SAA or Senate information. The Contractor shall use NIST 800-88 Media Sanitization Guidelines or equivalent data destruction procedures for guidance.

    The Senate is not subject to a number of privacy data protection statutes, regulations, and policies, and the Contractor shall consult the SAA should a question arise regarding the applicability of any such statute or regulation.

    The Contractor shall incorporate the terms of this Section in any agreement with subcontractors, third-party partners, and suppliers furnishing supplies or services under this Order.

24. **Incident Notification.** If the Contractor, or its subcontractors or third-party partners, learns of any incident—defined as a security event that may compromise the integrity, confidentiality, or availability of any Senate Data in performance of this Order, the Contractor shall, within 24 hours of an incident, report any incident to the SAA Security Operations Center (SOC) at (202) 228-7620 or csoc@saa.senate.gov. No later than 72 hours of identifying such incident, the Contractor shall (i) describe in reasonable specificity and detail all Senate Data affected, (ii) take corrective actions to eliminate any further disclosure, and (iii) work with the Senate to investigate the incident. This notification requirement applies, whether the incident is identified by the Contractor or brought to the Contractor's attention by a third party.

    The Contractor shall report incidents only to the SAA SOC and not to any other government entity. The Senate, as a Legislative Branch entity, is not subject to US-CERT reporting requirements and has not formally adopted or implemented US-CERT policies or procedures.

    The Contractor shall incorporate the terms of this Section in any agreement with subcontractors, third-party partners, and suppliers furnishing supplies or services under this Order.

25. **Personnel Security.** This clause is only applicable to contracts with personnel who meet the following criteria: 1) have been or will be issued a Senate ID badge ordered by the SAA to allow for unescorted access to Senate buildings; 2) will conduct work that requires access to the Senate network; or 3) have been or will be issued a SAA device, including laptop, tablets,

or mobile phones.

(a) Contractor personnel are required to be citizens of the United States of America (U.S.) or meet the eligibility requirements for Government of the United States employee compensation as specified in Public Law 111-117, Section 704.

(b) The United States Capitol Police (USCP), on behalf of the Senate, shall conduct background checks for all Contractor personnel that require unescorted access to Senate buildings or access to the Senate network and/or systems. Individual Contractor personnel shall provide (on forms to be provided by the Senate) all of the following information to the Contracting Officer or his/her designee for each of the Contractor personnel that require background checks:

(1) U.S. Senate Contractor Background Information Questionnaire

(2) Non-Disclosure Certification Form

(3) Software and Security Certification Form

(4) U.S. Sergeant at Arms Standard Operating Procedures (SOPS) for Cybersecurity (latest version) Cybersecurity Responsibilities Acknowledgement

The individual Contractor personnel shall also provide all of the following information to the USCP, as required:

(5) USCP Form CP-491 Request for Check for Criminal History Records

(6) Certification of eligibility to work in the United States

(7) FD-258 Fingerprinting Card (if applicant is outside of Washington Metropolitan area)

This information shall be provided to the Contracting Officer or his/her designee at least two weeks prior to assigning personnel to work under this Order. Upon notification, Contractor personnel located within the Washington Metropolitan area shall promptly report to the

USCP Fairchild Building for fingerprinting. Contractor personnel located outside of the Washington Metropolitan area shall proceed to their local law enforcement agency for fingerprinting.

(c) Contractor personnel that require background checks shall not commence work on this Order until such time as the Contractor is notified, in writing, by the Contracting Officer or their designee that an individual's background check has been completed and approved or that a temporary waiver has been granted until such time as the background check is completed. Such notification shall be made by the SAA as expeditiously as practicable following the submission of all the documentation specified in 25.2 above. Contractor personnel that do not require unescorted access to Senate buildings or access to

the Senate network and/or systems may perform work upon the Contract commencement date.

(d) The Contractor shall immediately inform the SAA when there is a change in the eligibility status to work in the U.S. of any Contractor personnel performing under this Order. The Contractor shall immediately remove any Contractor personnel when information is obtained that makes the Contractor believe that person has ceased to be a responsible individual and should no longer work under this Order.

(e) The Contractor is responsible for duly informing their contractor personnel of the reporting requirement as specified in (e)(1) below.

(1) Contractor personnel who were notified that their background check was completed or approved must inform SAA Human Resources if they were arrested by law enforcement, convicted of violating a criminal statute (including pleas of guilty and nolo contendere) or issued an arrest warrant during the duration of their contract or agreement within two (2) business days of the arrest or conviction. Under no circumstances may an individual be authorized to use or attempt to use the fact of their connection with the Senate as a means of escaping criminal arrest, prosecution, or liability (including for traffic violations). Contractor personnel must disclose this information to SAA Human Resources directly via email at SAAbackgrounds@saa.senate.gov.

(f) Contractor personnel must complete background checks prior to their initial contract, order or agreement term and prior to each time their contract, order, or agreement renews (excluding when an option period is exercised), regardless of the awardee.

(g) Contractor personnel must complete a background check if their employer assigns them to a different Senate contract or order.

(h) Contractor personnel must complete a background check if they previously left the contract or order and then return to the same active contract or order.

(i) At a minimum, contractor personnel must complete a background check every six (6) years.

The Contractor shall incorporate the terms of this Section in any agreement with subcontractors, third-party partners, and suppliers furnishing supplies or services under this Order.

26. **Non-Applicability.** Only Federal law that is applicable to the U.S. Senate shall apply to this Order. Non-applicable Federal law, such as but not limited to the Prompt Payment Act (31 U.S.C.§ 3901 *et. seq*.), Freedom of Information Act (5 U.S.C. § 552), and Contract Disputes Act of 1978 (41 U.S.C. § 7101 *et seq*.), do not apply to the SAA or Senate and shall not apply to this Purchase Order.

27. **Assignment.** All clauses regarding the Contractor's right to assignment are subject to the

Anti- Assignment statutes (31 U.S.C. § 3727, 41 U.S.C. § 6305). All clauses governing the Contractor's assignment in the Contractor Specific Terms are hereby rejected.

28. **Change in Control.** The Contractor shall notify the Contracting Officer thirty (30) days before it merges with or is acquired by another entity, or declares bankruptcy, insolvency, or any other change of ownership proceedings. The SAA reserves the right to cancel the contract upon notice of change of ownership. The SAA may require the Contractor to delete, destroy, or return any Senate Data, as referenced in Section 18 above, in its possession, and sanitize any devices that previously stored SAA or Senate Data.

29. **Government Indemnification.** In the event the Contractor is seeking Senate or SAA agreement to indemnification, an agreement to indemnify in advance of an appropriation violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301) since the Senate or SAA would be committing to pay an unknown amount at an unknown future time. All Contractor Specific Terms referencing customer indemnities are hereby rejected.

30. **Contractor Indemnities.** All Contractor Specific Terms that violate the U.S. Department of Justice's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby rejected. Nothing contained in the Contractor's Specific Terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.

31. **Renewals**. All Contractor Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby rejected. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301).

32. **Option to Extend the Term of the Order.** The following clause applies if option periods have been identified in the Order.

    (a) The SAA may extend the term of this Order by written notice to the Contractor during the period of performance of this Order; provided that the SAA gives the Contractor a preliminary written notice of its intent to extend at any time before the order expires. The preliminary notice does not commit the SAA to an extension.

    (b) If the SAA exercises this option, the extended Order shall be considered to include this option clause.

33. **Recovery for Fraud**. Notwithstanding any terms in this order, including clauses in the Contractor Specific Terms, nothing shall impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this order under any federal fraud statute, including the False Claims Act (31 USC 3729 to 3733). Furthermore, no clauses shall impair nor prejudice the U.S. Government's right to any express remedies provided under the order or applicable federal law.

34. **Warranty**. The Contractor represents and warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this Order. In the event that the terms of the Contractor's standard commercial warranty conflict with the warranty

terms contained in this clause, the terms of this clause will govern this Order, unless some other resolution is specified in the award document.

35. **General**. All communications pertaining to contractual and/or administrative matters under this Order should be addressed to Acquisitions@saa.senate.gov. This Order and any written modifications constitute the sole agreement between the Senate and Contractor relating to the subject matter hereof, and supersedes any other understandings, writing, proposals, representations, or communications, oral or written, of either party.